

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PLANNING DEPARTMENT

PROJECT MANUAL:

CONSERVATION AREA MAINTENANCE

INVITATION FOR BID #14-80

Pre-Bid Meeting: February 6, 2014 at 11:30 a.m.

Bid Opening Date: February 13, 2014 at 11:30 a.m.

JANUARY 2014

Setti D. Warren, Mayor

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #14-80

The City of Newton (City) invites sealed bids from Contractors for:

CONSERVATION AREA MAINTENANCE

Pre-Bid Meeting: **11:30 a.m., Thursday, February 6, 2014**
Bids will be received until: **11:30 a.m., Thursday, February 13, 2014**
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at www.newtonma.gov/bids or for pickup at Newton City Hall, Room 204, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., January 30, 2014**. There will be no charge for contract documents.

Bid surety is not required with this bid.

Award will be made to the lowest responsible and responsive bidder for **services** based on the Grand Total on the Bid Form, Attachment 1. Any bidder not providing prices for all line items may be deemed unresponsive and therefore rejected. **Provision of services is required to start upon the execution of this contract.** The dollar value of the contract may not be increased by an amount more than twenty five percent (25%) of the contract total.

The term of the awarded contract **shall extend from the time of execution through December 31, 2014**. The City, at its sole discretion, shall have the option to **extend for two (2) additional one (1) year terms** with no change in the contract price and terms and conditions. If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

All bids are subject to the provisions of M.G.L. c.30B. F.O.B. Destination inside designated department, Newton, MA.

All bids shall be submitted as **one (1) ORIGINAL and one (1) COPY**.

All City bids are available on the City's web site at www.newtonma.gov/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Nicholas Read
Chief Procurement Officer

January 30, 2014

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
 2. The Bidder has visited the work site(s) and is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents and work site(s) will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, February 7, 2014 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #14-80**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.

- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR: **#14-80**
 - * NAME OF PROJECT: **Conservation Area Maintenance**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.7 Bids shall be submitted with one **original** and one **copy**.
- 4.8 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City will award one (1) contract to the lowest responsible and responsive Bidder within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and responsive Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #14-80

- A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City entitled:

CONSERVATION AREA MAINTENANCE

- B. This bid includes addenda number(s) _____, _____, _____, _____.

- C. The contract price(s) will be per attached Bid Form (Attachment 1).

CONSERVATION AREA MAINTENANCE

(Grand Total from the Itemized Bid Form (Attachment 1) must be placed here)

_____ and \$ _____
(Written word) (Numerical)

Grand Total (From execution of the contract through December 31, 2014)

IMPORTANT: Award will be made to the lowest responsive and responsible bidder based on grand total.

COMPANY NAME _____

- D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days

- E. The undersigned has completed and submits herewith the following documents:

- ☐ Signed Bid Form, 2 pages
- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Certification of Tax Compliance, 1 page
- ☐ Bid Form (Attachment 1), 1 page
- ☐ Debarment Letter, 1 page
- ☐ IRS Form W-9

- F. The undersigned agrees that, if selected as general contractor, s/he will within five days (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone)

(FAX)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

Nicholas Read ☎ *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Mayor
Setti D. Warren

Vendor

Dear:

Debarment:

Your signature certifies that neither you nor your principal(s) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

____ (Name)
 ____ (Company)
 ____ (Address)
 ____ (Address)
 PHONE _____ -- FAX _____
 EMAIL _____

Signature _____ Date _____

Sincerely,

Nicholas Read
Chief Procurement Officer

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

X Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive minor informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City , as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work Order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Contractor shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). The bid surety covers the City of damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law, the City will retain all bid deposits for withdrawn bids.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
13. The Contractor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in

the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

16. Right To Know:

Any Contractor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from selling said substances or mixtures containing said substances within the Commonwealth. All Contractors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. **INSURANCE REQUIREMENTS**

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000 each occurrence \$500,000 aggregate

The City shall be named as additional insureds on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD
RESULT IN THE CANCELLATION OF YOUR CONTRACT.**

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ___ day of ___ in the year Two Thousand and Fourteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's bid for the following item or items:

CONSERVATION AREA MAINTENANCE

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #14-80 issued by the Purchasing Department;
- c. The Project Manual for Conservation Area Maintenance and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Wage Rate Requirements, Wage Rate Schedule(s);
- d. Addenda Number(s) _____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. **CONTRACT TERM.** The term of the awarded contract shall extend **from the day of execution of this contract through December 31, 2014.** The City, at its sole discretion, shall have the option to **extend for two (2) additional one (1) year terms** with no change in the contract price and terms and conditions. **Prices submitted in this bid shall remain firm for the duration of the contract period.** The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.
- VI. **QUANTITIES.** Any quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.
- VII. **MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. **CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Contractor, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Contractor under the terms of this contract.
- X. **UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decrease due to market conditions of the Contractor's asked prices, which decreases shall be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Contractor may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- XII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XIII. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- XIV. **INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment,

materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.

- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Shipping of Work Order issued pursuant thereto in any one of the following circumstances:
- a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;
 - b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
- XVIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XX. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____

Title _____

Print _____

Date _____

Affix Corporate Seal Here

City funds in the amount of _____
are available in account number

13D114A-52409 - _____

I further certify that the Mayor, or his designee,
is authorized to execute contracts and approve
change orders.

By _____

Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____

Chief Procurement Officer

Date _____

By _____

Director of Planning & Development

Date _____

Approved as to Legal Form and Character

By _____

Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____

Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City of Newton, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

Print Name: _____

By: _____
Corporate Officer
(Mandatory, if applicable)

Print Name: _____

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

SCOPE OF SERVICES

LANDSCAPE MAINTENANCE OF CITY OF NEWTON CONSERVATION AREAS

Instructions For Bidders For Maintenance Work At City Of Newton Conservation Areas:

The Newton Conservation Commission owns several properties throughout the City and requires a landscape maintenance contractor who will perform routine maintenance during the growing season to ensure that the properties are cared for properly. The following charts, narratives, and maps indicate areas on which the maintenance work is to be performed. The City reserves the right to delete sections of the bid, if necessary, in order to meet available funding or because conditions on the site have changed subsequent to preparation of the bid specifications.

I. GENERAL INFORMATION

A. General

1. All bids must be submitted on the Bid Forms provided for that purpose herein. **Bidders must bid on all sites covered by these specifications. Partial bids will not be considered.**
2. All bids shall be based on the quantities and frequencies set forth in these specifications. While the quantities and frequencies are based on the City's best estimates of the work required to be performed during the term of this contract, the City reserves the right to increase or diminish the amount of any area or portion of the actual work, with corresponding increase or decrease in contract price.
3. Bidders should visit sites prior to submitting a bid.
4. The contract will be awarded to the responsive and responsible bidder submitting the lowest bid.

B. Qualifications of Bidders

1. Bidding on this contract shall be limited to individuals, companies, partnerships and corporations actively engaged in the business of landscape services and tree work. The bidder shall have successfully completed at least two (2) contracts within the past five years that are similar in scope and performance to the specifications that are called for in this contract. All bidders are required to submit the Bidder's Qualifications and References Form included herein. In addition to fulfilling all of the regular City requirements for contractors, the successful contractor must have a minimum of 5- 7 years of experience caring for all types of landscapes, especially in pruning and removal of woody debris, and
2. The successful contractor must own or otherwise supply the appropriate equipment for all work described herein.
3. All tree work must be supervised by a Certified Arborist. Firms which submit bids for tree work shall furnish to the City the name and certificate for the arborist who will supervise.
4. All herbicide use shall: use the most targeted herbicides possible, follow label instructions, employ best management practices, and be conducted in a manner and at appropriate times of year to be most effective.
5. Due to the varied nature of the work and the variety of conditions that exist, bidders are advised to submit bids only if they have visited the relevant sites to estimate the costs of the required work. The Bidder shall be responsible for carrying out all work required to properly execute the Contract, regardless of any unanticipated conditions which may arise during the performance of contractual work. No claim for extra compensation or extension of time will be allowed on account of actual conditions inconsistent with those assumed.

II. CONTRACT TERMS AND CONDITIONS

A. Introduction

1. The City of Newton through its Conservation Commission intends to award a landscape maintenance contract for specific areas of public property within the City of Newton.
2. The City of Newton reserves the right to contract for or perform landscape work with its own work force and/or other contractors as necessary in the event of emergency conditions or should the vendor be unable to perform such work.

3. The Contractor shall perform the services in complete accordance with the Scope of Work, Specifications, Narratives and Maps, and all other provisions of this agreement. The Contractor acknowledges and agrees that the sites designated herein are operated by the City in a manner of the highest quality and that the Contractor shall perform its services in accordance with the highest quality and in accordance with the highest professional standards of skill, care, diligence and timeliness, and subject to the direction of the City and the Contract Supervisor. All services to be performed by the Contractor shall be performed by qualified personnel and the Contractor shall remove from the project any personnel whose employment thereon shall be objected to by the City.

B. Scope of Work

1. Parcels Involved: Work under this contract shall consist of landscape tasks as described in these specifications at the following City of Newton Conservation Areas (CA) and Conservation Restrictions (CR). See the following Narratives and Maps for details.
 1. Auburndale Yard CA (1.5 ac)
 2. Baldpate CA (4.86 ac)
 3. Charles River Path CA/CR (1.6 ac)
 4. Crystal Lake Path CR
 5. Dolan Pond CA (8.9 ac)
 6. Flowed Meadow CA (28 ac)
 7. Frank Barney CA (1.7 ac)
 8. Goddard-Christina CA (4.4 ac)
 9. Hahn Brook CA (4.36 ac)
 10. Helen Heyn CA (30.5 ac)
 11. Houghton Gardens CA (9.8 ac)
 12. Hunnewell CA (1.7 ac)
 13. Kennard CA (32.3 ac)
 14. Kerry Court CA (0.7 ac)
 15. Martin CA (0.6 ac)
 16. Norumbega CA (13.3 ac)
 17. Oakdale Woods CA (2.5 ac)
 18. Oak Hill Pathway CR (1 ac)
 19. Sawmill Brook CA (32 ac)
 20. Varick Hill CA (0.2 ac)
 21. Webster CA (104 ac)
 22. Wilson CA (0.5 ac)

2. Work shall include the following activities on individual sites as illustrated in the table below and the narratives and maps on pages 6-29:

- Access point and street-side clean-ups one or two times per year (i.e., creating a neat and clean entryway by: clearing fallen branches, pruning overhanging vegetation, weedwhacking as necessary, and gathering trash or other debris, and disposing of all collected materials properly off-site).
- Mowing and/or “brush-hogging” to a height of 5” at select locations two to three times per year and disposing of all cut and collected materials properly off-site.
- “Trail trimming” one to two times per year (i.e., walking each trail owned by the City of Newton Conservation Commission, clearing fallen trees or branches and pruning vegetation that impinges on a 5’-6’ wide trail corridor and disposing of all collected materials properly off-trail or off-site). Such work may require chipping (with chips being applied to pathways as appropriate or, in areas where chippers cannot enter, cutting branches into logs and distributing them through out the surrounding woodlands).
- A few “one-time-only” landscaping/clean-up activities that should be included separately in the bid. See attached sample.
- Bi-monthly reporting of all work done and observed problems or unauthorized uses. See attached sample.

Bidders must use the following form (also attached at end of this document) to present bid amounts for each listed activity.

	Site	Access Clean-up		Mowing				Trail Trimming	
		April	Aug	May	Jul	Sep	Nov	Apr	Aug
1	Auburndale Yard	x							
2	Baldpate	x							
3	Charles River	x		x	x	x		x	x
4	Crystal Lake Path		July						
5	Dolan Pond	x	x	x	x	x		x	x
6	Flowed Meadow	x	x					x	x
7	Frank Barney	x	x					x	
8	Goddard-Christina	x	x						
9	Hahn Brook	x							
10	Helen Heyn	x	x					x	x
11	Houghton	x	Nov.					x	x
12	Hunnewell							x	x
13	Kennard	x	x					x	x
14	Kerry Ct	x							
15	Martin	x	x						
16	Norumbega	x	x				x	x	x
17	Oakdale Woods	x	x					x	x
18	Oak Hill Pathway	x						x	
19	Sawmill Brook	x	x					x	x
20	Varick Hill				x				
21	Webster	x	x					x	x
22	Wilson	x							
	Annual Total								x

Known one-time activities: 12. Hunnewell: Removal of trash pile. Bid Estimate \$ _____
 13. Kennard: Clearing wall of bittersweet vines. Bid Estimate \$ _____
 16. Norumbega: Removal of debris from Marriott entryway. Bid Est. \$ _____
 18. Oakhill Path: Clear pathway to 6’ width. Bid Estimate \$ _____

Possible “on-call” work:

- Repair of stone dust paths. Hourly Bid Estimate \$ _____
- Repair of wood-chipped paths. Hourly Bid Estimate \$ _____
- Tree removal (non-emergency). Hourly Bid Estimate \$ _____
- Tree removal (emergency). Hourly Bid Estimate \$ _____

3. The term of this contract shall extend from the date of contract execution through December 31, 2014. The City of Newton may at its sole discretion extend this contract, at no change in contract price, for up to two additional one-year terms. It is understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to reduce the scope of services or terminate the contract if full funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.
4. Without limitation of the Contractor's general obligations under this agreement, the Contractor agrees to adhere to the time schedules for performance of various elements of the services set forth in the Specifications. During the performance of its services, the Contractor shall perform its services promptly and as expeditiously as is consistent with professional skill and care. It shall be the obligation of the Contractor to request any information necessary to be provided by the City for the performance of the Contractor's services.
5. The scope of this contract shall also include monthly written reports to be submitted by the Contractor. As a part of each invoice for service, the Contractor shall submit to the Contract Supervisor a brief written report of work conducted and conditions observed by the Contractor at each site for which the Contractor is billing. It is especially important that the Contractor report on any unusual or adverse conditions at the site. Examples of such conditions would include disease or infestation affecting plant life, hazardous conditions affecting paths or walkways, or any evidence of unauthorized or illegal use of the site. See attached sample reporting/invoice sheet.
6. Additional On-Call Work: The work to be performed under this contract may include additional services which the City may from time to time call upon the Contractor to perform. Said services shall be ancillary to and similar in scope to the services defined herein. Such work may involve:
 - Repair of stone dust paths
 - Repair of wood-chipped paths.
 - Clearing of downed or dangerous trees off pathways in Conservation Areas or across fences into private yards. All work involving cutting will require chipping (with chips being applied to pathways as appropriate or removed from site) or distributing branches and logs throughout the surrounding woodlands in a natural manner).
 - Emergency clearing of downed or dangerous trees off pathways in Conservation Areas or across fences into private yards. Work deemed "emergency" by the Contract Supervisor must be done within 48 hours of notification. All work involving cutting will require chipping (with chips being applied to pathways as appropriate or removed from site) or distributing branches and logs throughout the surrounding woodlands in a natural manner).

In the event the City determines additional services to be required, the Contract Supervisor and the Contractor will agree upon the scope and total hours and material cost required to complete the work. Compensation for additional services will be based on the hourly rate submitted on the bid form and the total hours of work performed. The Contractor will be reimbursed for materials used at cost plus fifteen per cent (15%). In no event shall the Contractor be compensated pursuant to this paragraph for any services required by these specifications that are rescheduled due to inclement weather, equipment problems, or any other reason. In no event shall the total compensation to the Contractor for additional services exceed ten percent (10%) of the total contract amount. *For bidding purposes, present an hourly rate for 30 hours of such services for the year.*

C. Specifications

1. All tree work performed under this contract must be supervised by a Certified Arborist. Prior to award of any contract pursuant to this bid, the selected contractor will be required to furnish to the City the name and certificate for the arborist who will perform this supervision.
2. The Contractor shall perform its services in coordination with the operations of the City at the sites and with any party engaged by the City in connection with the sites. The Contractor agrees to coordinate its services with such other work and cooperate with such separate parties, all as directed by the City or the Contract Supervisor.
3. The Contractor shall be responsible to repair, at its own expense, any damage to the properties which may result from the Contractor's operations on the site. This includes, but is not limited to, ruts or other tire damage from vehicular access, broken branches, damage to vegetation, etc. The Contract Supervisor shall determine whether the repairs have been made in a satisfactory manner.
4. Unless otherwise indicated, the Contractor shall be responsible, at its expense, to dispose of all clippings, branches, logs, leaves, chips, trash and other debris. No vegetation or refuse is to remain on the work site; it must be disposed of in a legal manner. Bidders must include disposal costs in their bid prices. The City may on occasion allow debris to be taken to its Rumford Ave. facility. Use of that facility shall be at the sole discretion of and in accordance with all instructions provided by the Commissioner of Public Works or his designee.

Arrangements may be made to spread chips, logs or branches on-site with prior site-specific permission of the Contract Supervisor.

5. The Contractor shall be allowed to perform work on the designated sites between the hours of 7:00A.M. and 6:00P.M., Monday through Friday. No work shall be performed outside of the designated hours without the prior approval of the Contract Supervisor.

D. Contract Supervision and Administration

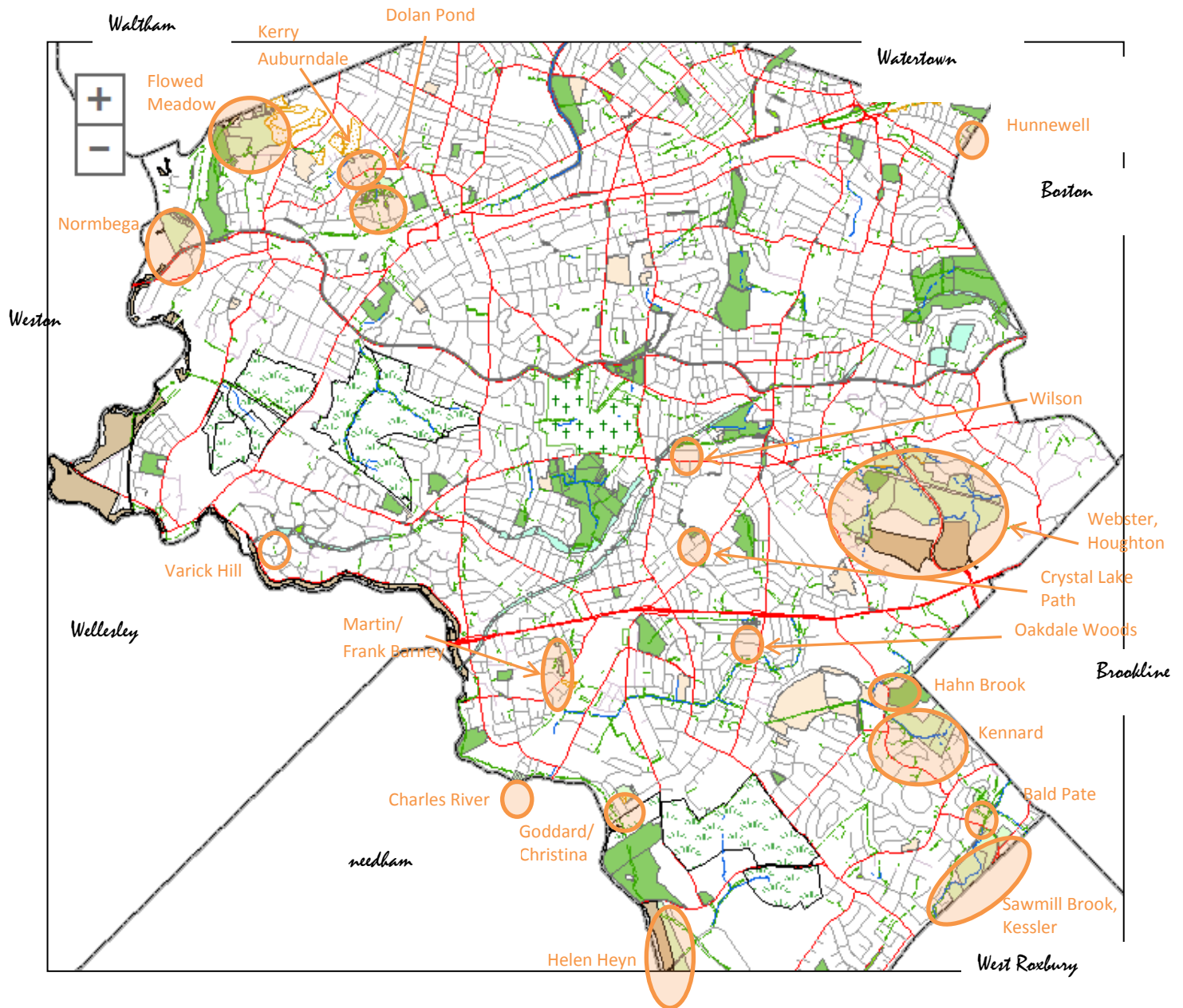
1. For the purposes of this contract, the City of Newton is acting through its Conservation Commission, which has designated the Senior Environmental Planner of Planning and Development Department as "Contract Supervisor".
2. The Contractor shall communicate through monthly reports/invoices (see attached form) with the Contract Supervisor in regard to the performance of all work under this contract.

E. Payment

1. The Contractor will be paid in accordance with the prices submitted herein; s/he shall invoice/report monthly (see Attachment 2) upon completion of the work at each site covered by this contract.
2. All work must be reviewed and accepted by the Contractor Supervisor before an invoice will be considered due for payment.
3. The Contractor will be paid within thirty (30) days of receipt on invoice or acceptance of work whichever date is later.

F. Narratives and Maps

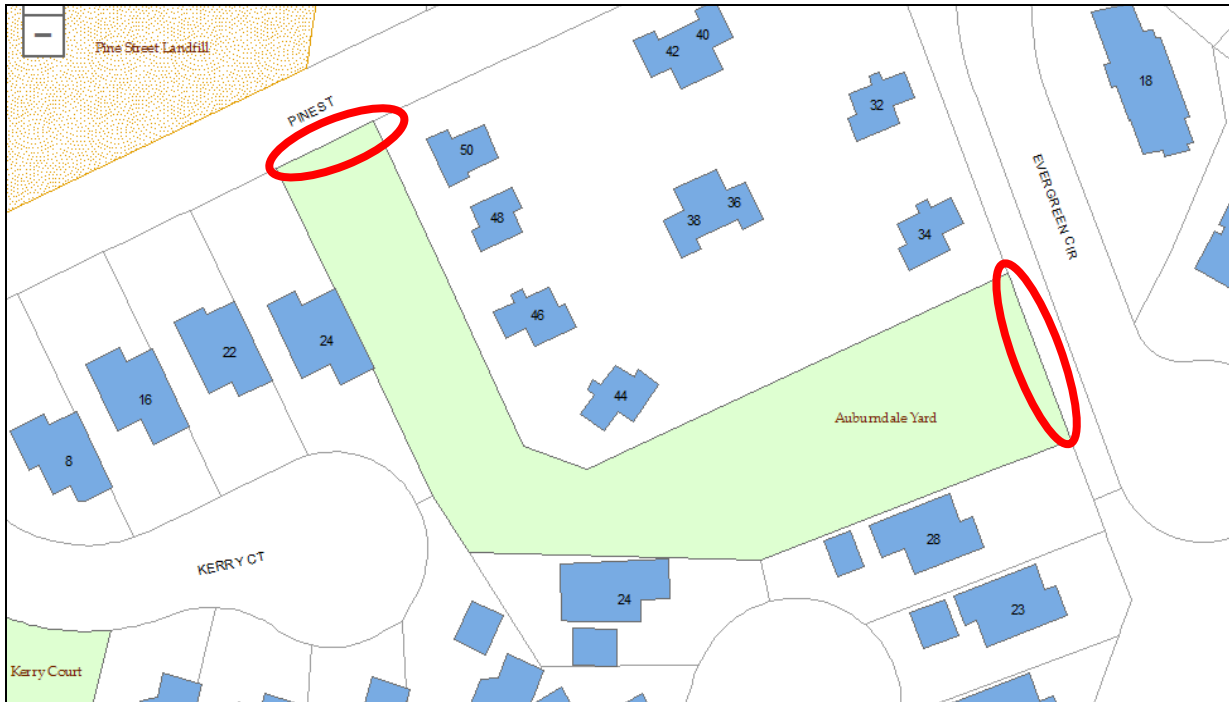
OVERVIEW – LOCATOR MAP OF CONSERVATION AREAS IN NEWTON



SITE #1: AUBURNDALE YARD CONSERVATION AREA

Access is from Pine St.

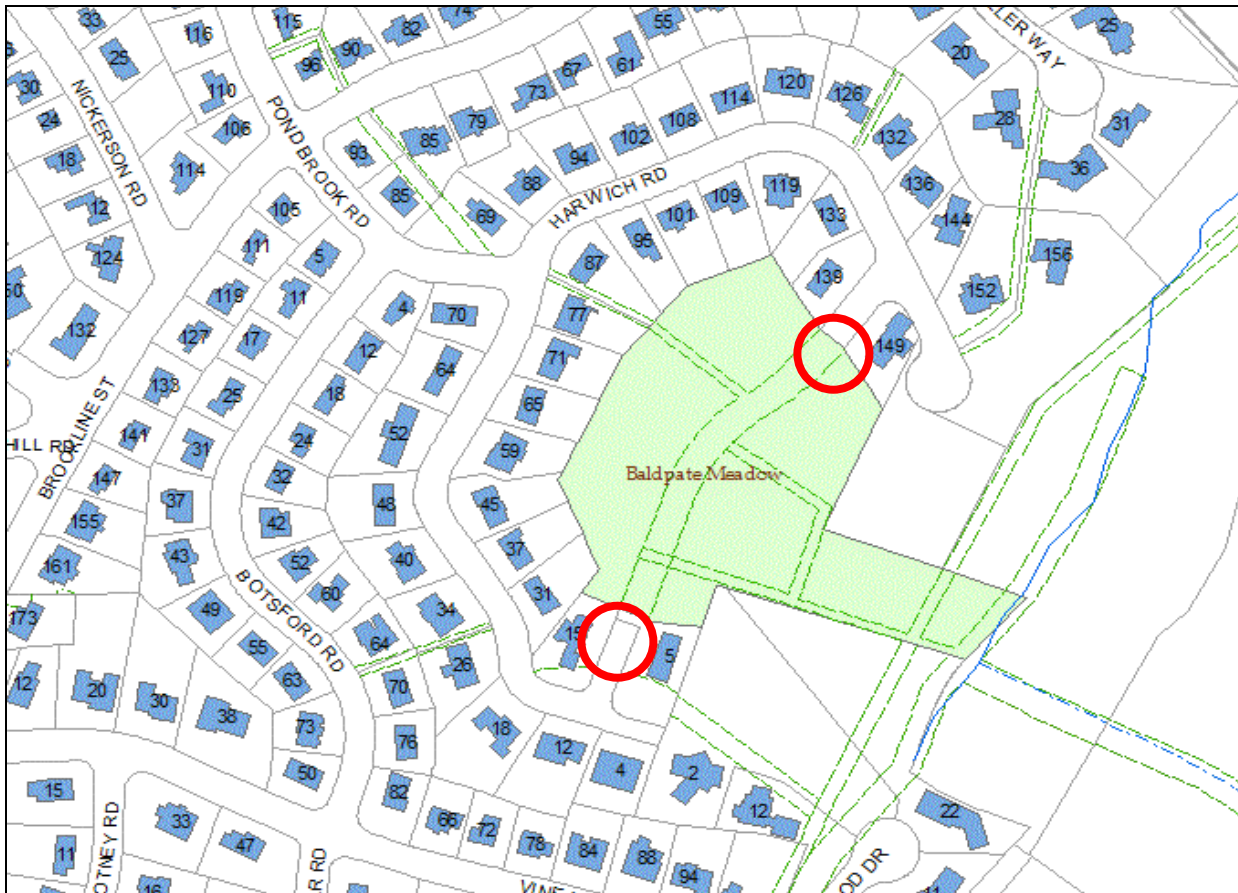
- Furnish labor, materials and equipment for one-side street clean-up per year, in April, of the site as follows:
 - Remove fallen branches, trash and debris and dispose of debris off-site.



SITE #2: BALDPATE MEADOW CONSERVATION AREA

Access is from both ends of Harwich Road, off Pond Brook Road, Chestnut Hill

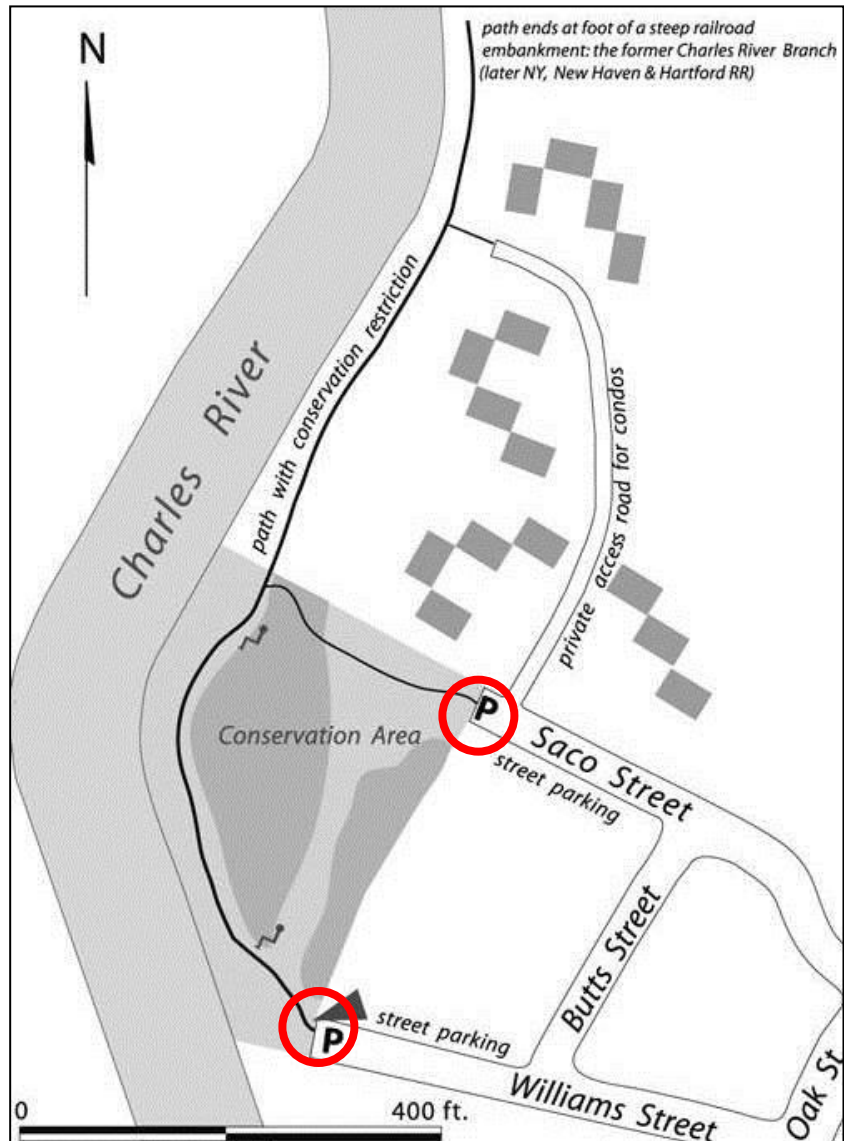
- Furnish labor, materials and equipment for one access-point clean-up per year, in April in both access locations, as follows:
 - Remove fallen branches, trash and debris and dispose of debris off-site.



SITE #3: CHARLES RIVER PATHWAY and EASEMENT

Vehicular access is from Williams Street off Oak Street, Newton Upper Falls.

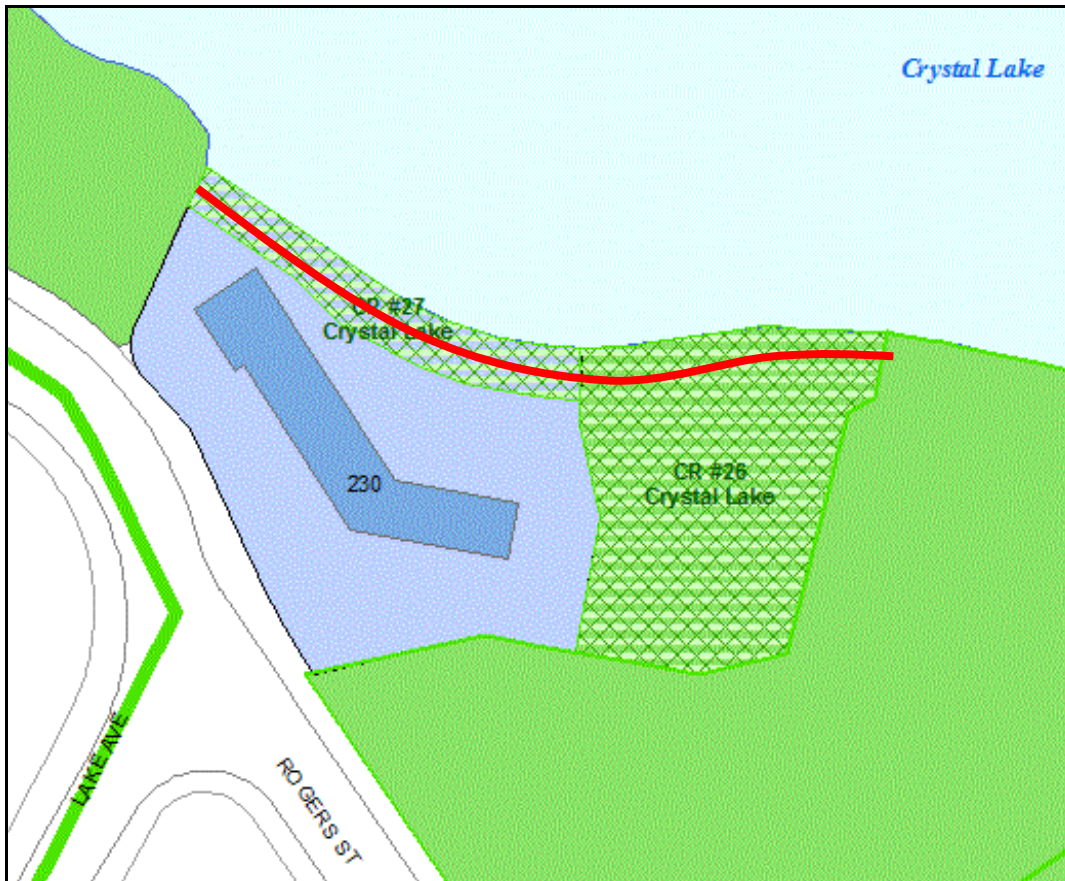
- Furnish labor, materials and equipment for one access-point clean-up per year, in April, in both access locations as follows:
 - Remove fallen branches, trash and debris and dispose of debris off-site.
- Furnish labor, materials and equipment for every other month mowing (May, July, September), as follows:
 - Mow (and remove the cut vegetation from) the existing 6-foot-wide treadway on the City-owned land and along the easement to the north, as far as the railroad embankment (see map).
 - Use a mower, sickle-bar, or weed-whacker to cut the grass and other vegetation which tends to close in on the existing 6-foot-wide treadway.
- Furnish labor, materials and equipment for two “trail trimmings” in April and August, as follows:
 - Prune and remove from the site tree branches which obstruct signs or interfere with passage along the entirety of the path marked on the map and extending as far to the north as the railroad embankment.
 - Clear any trees that have fallen across the path.



SITE #4: CRYSTAL LAKE PATH

Access is from Auburndale Avenue, Stratford Road, Cumberland Road (North and South ends), and Webster Park.

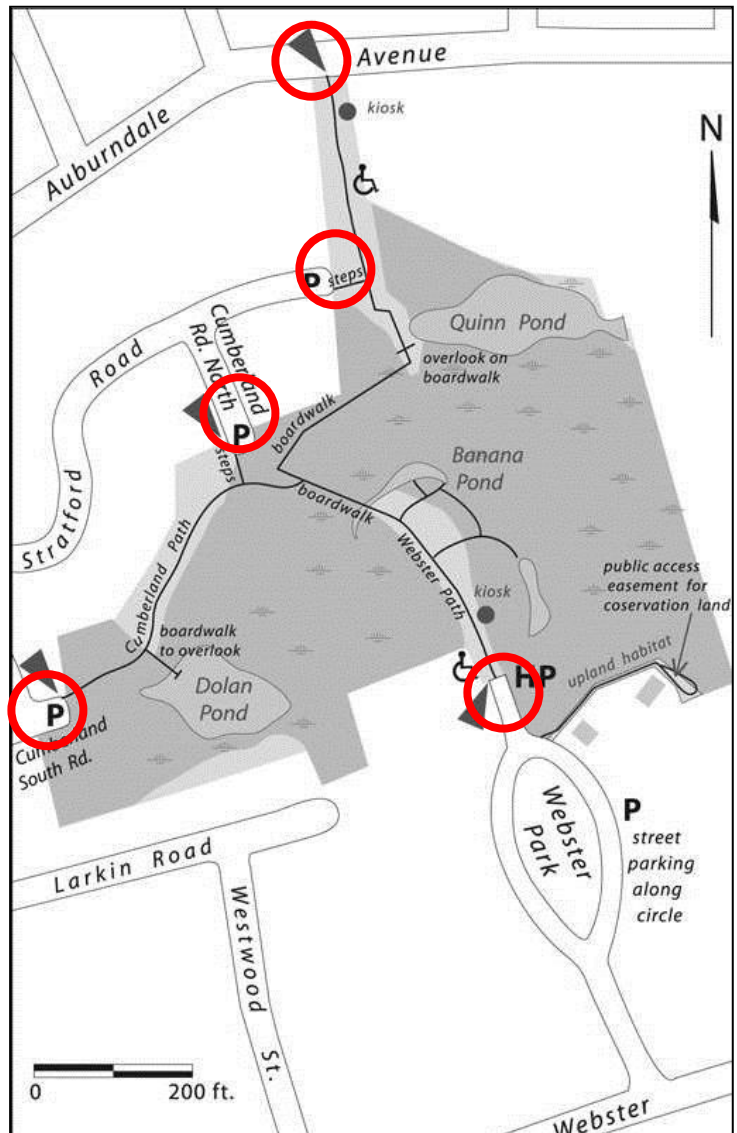
- Furnish labor, materials and equipment for one site clean-up in July, as follows:
 - Remove fallen branches, trash and debris and dispose of debris off-site.
 - Weed-whack, mow, or clip any vegetation encroaching upon the pathway.



SITE #5: DOLAN POND CONSERVATION AREA.

Access is from Auburndale Avenue, Stratford Road, Cumberland Road (North and South ends), and Webster Park.

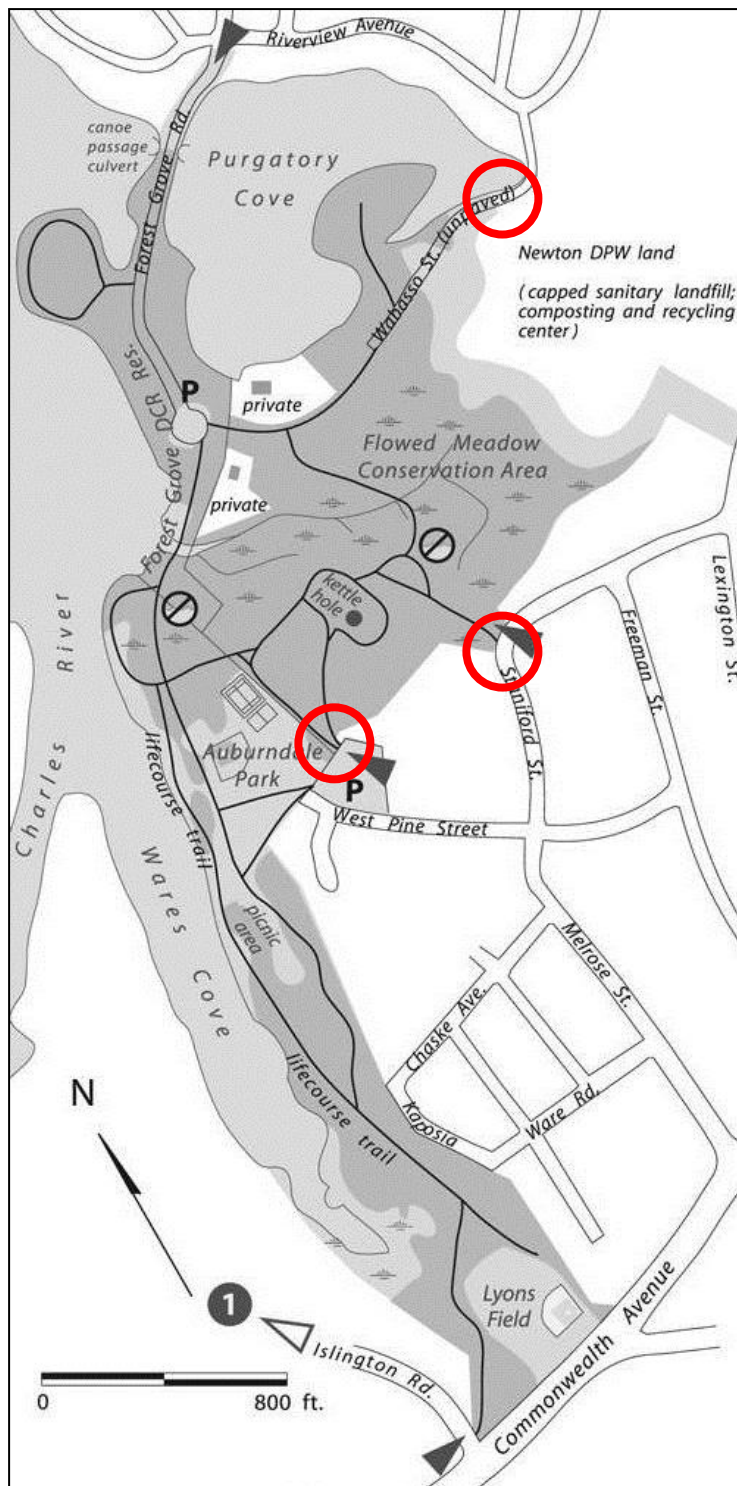
- Furnish labor, materials and equipment for two access-point clean-ups per year in April and August, in all five access locations as follows:
 - Remove fallen branches, trash and debris and dispose of debris off-site.
- Furnish labor, materials and equipment for every other month mowing (May, July, September), as follows:
 - Mow the grass and other vegetation at the entrance and in a 3 foot wide strip along both sides of Webster Park Path to the boardwalk entrance.
 - Mow from Auburndale Avenue frontage to the boardwalk entrance at Stratford Road. Flush-cut to the ground the vegetation around the boulders at the Auburndale Avenue entrance
 - Mow/weedwhack the vegetation which emerges in Cumberland Path west of Cumberland Road Northwesterly to Cumberland Road; cut/flail the bamboo stalks for a minimum width of 3 feet along both sides of Cumberland Path from the top-of-slope.
- Furnish labor, materials and equipment for two “trail trimmings” in April and August, as follows:
 - Prune and remove from the site tree branches which obstruct signs or interfere with passage along the path.
 - Clear any trees that have fallen across the path.



SITE #6: FLOWED MEADOW CONSERVATION AREA

Vehicular access is off the Parks & Recreation Department Parking lot on West Pine Street, Auburndale. Additional access is available off Riverview Avenue and Wabasso Street.

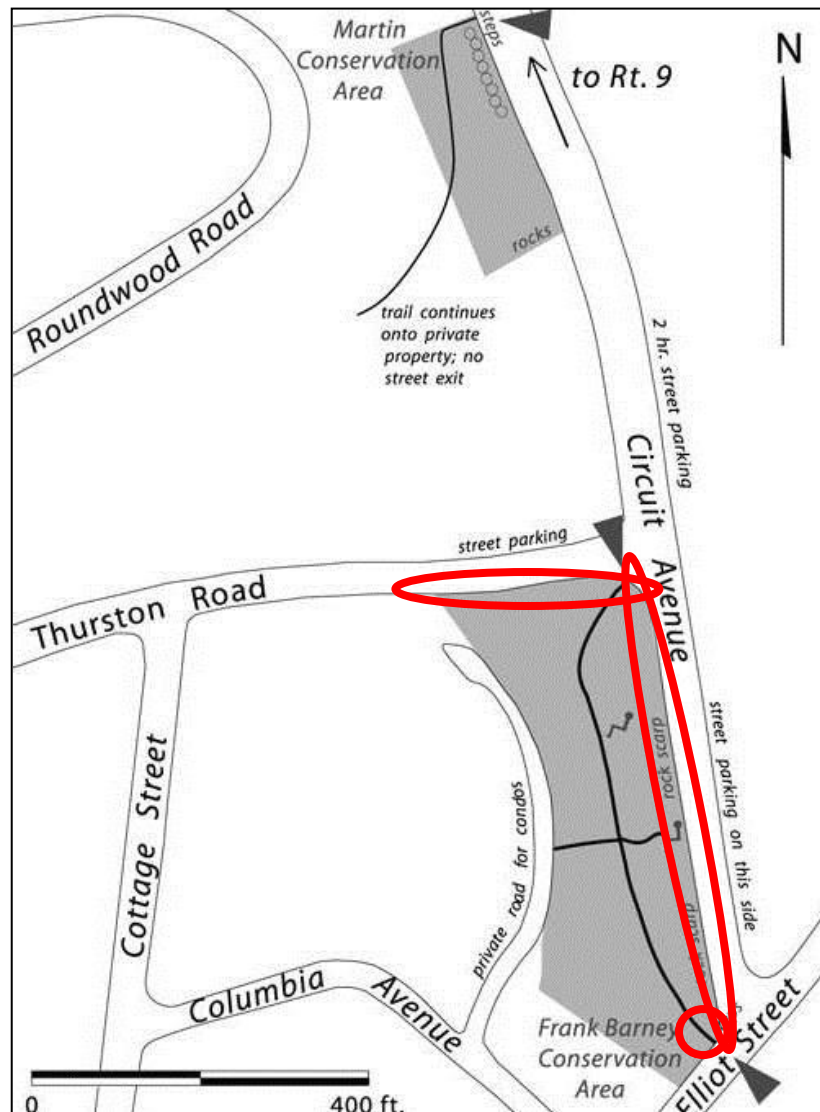
- Furnish labor, materials and equipment for two access-point clean-ups per year in April and August, in all three access locations as follows:
 - Remove fallen branches, trash and debris and dispose of debris off-site.
- Furnish labor, materials and equipment for two “trail trimmings” (of trails owned by the Newton Conservation Commission) in April and August, as follows:
 - Prune and remove from the site tree branches which obstruct signs or interfere with passage along the path.
 - Clear any trees that have fallen across the path.



SITE #7: FRANK BARNEY CONSERVATION AREA

Access is off Thurston Road, Circuit Avenue, Elliot Street, Newton Upper Falls/Newton Highlands.

- Furnish labor, materials and equipment for two access-point and street-side clean-ups per year, in April and August, as follows:
 - Along the Thurston Road and Circuit Avenue frontages, prune back overhanging trees and shrubs, and weed-whack vegetation to prevent their collapsing onto the pavement, rake and remove from premises the leaves, branches, etc. from the sidewalk and the bordering street.
 - Along the Thurston Road and Circuit Avenue frontage, clear shrubs and saplings as necessary from 5' behind wall on Thurston Road to keep their roots from breaking up the wall.
 - At the Circuit Avenue/Elliot Street corner, prune back low-hanging trees and shrubs and weed whack grass and plants around steps.
- Furnish labor, materials and equipment for one "trail trimming" in April, as
 - Prune and remove from site tree branches which obstruct signs or interfere with passage along the path.
 - Clear any trees that have fallen across the path.



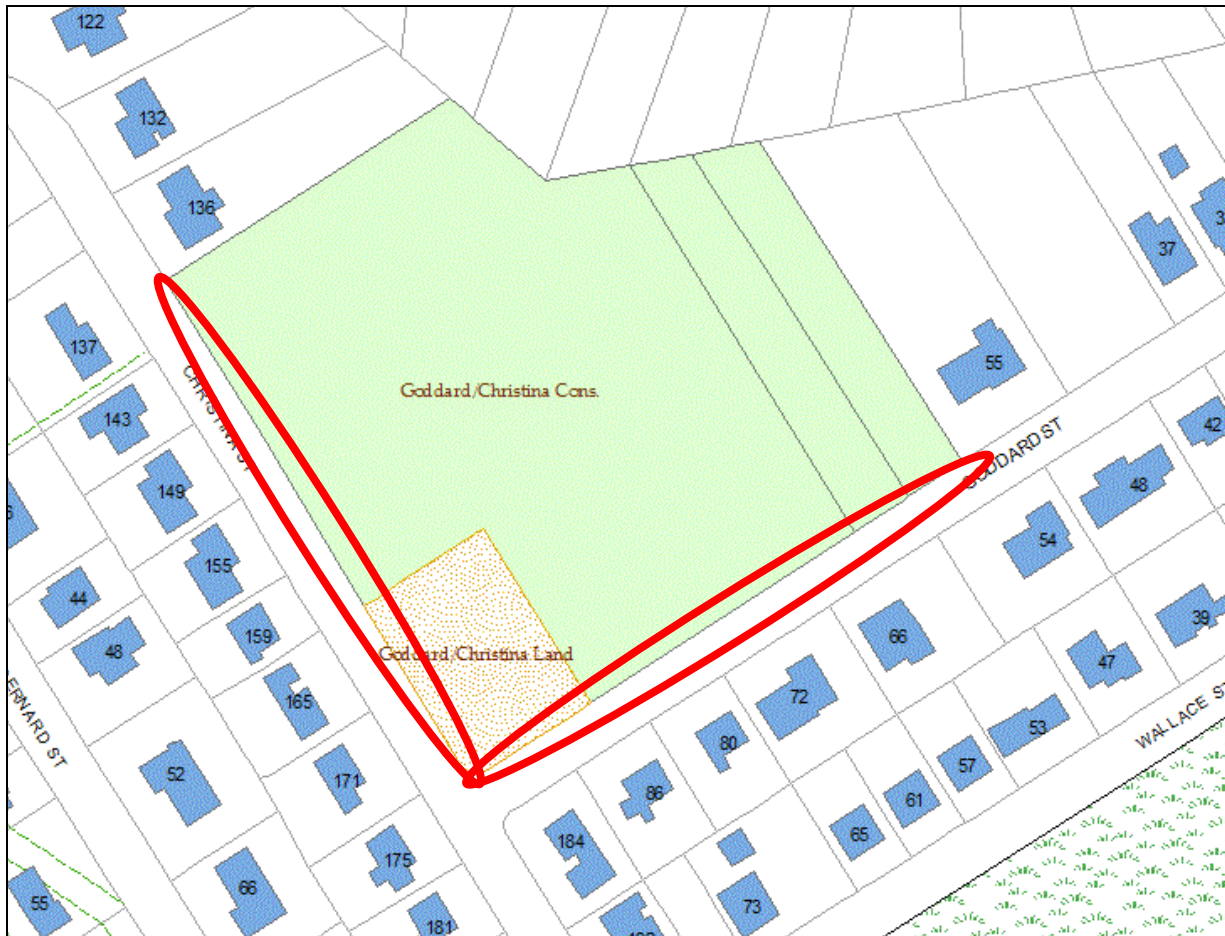
the
the

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the

SITE #8: GODDARD-CHRISTINA CONSERVATION AREA.

Access is along Goddard and Christina Streets.

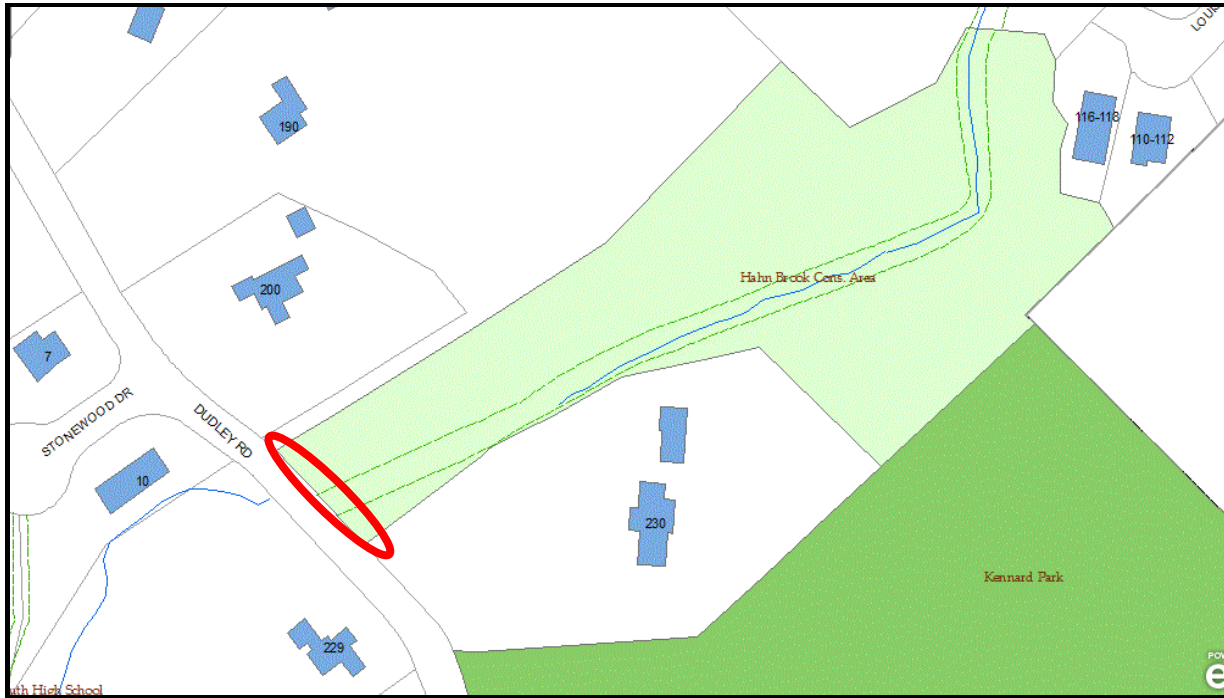
- Furnish labor, materials and equipment for two street-side clean-ups per year, in April and August, as follows:
 - Mow or weed-whack the grassy areas (at least 3' in width) on either side of the sidewalks along Goddard and Christina Streets to prevent vegetation hanging over and obstructing the sidewalks. Remove from the sidewalk area any dumped, cut, or collected leaves, branches, trash or other debris.
 - Mow or weed-wack the corner of Goddard and Christina Streets on the inside of the sidewalks and prune any vegetation which obstruct the signs for the Area. Remove from the sidewalk area any cut or collected leaves, branches, trash or other debris.



SITE #9: HAHN BROOK CONSERVATION AREA

Fronts on Dudley Road.

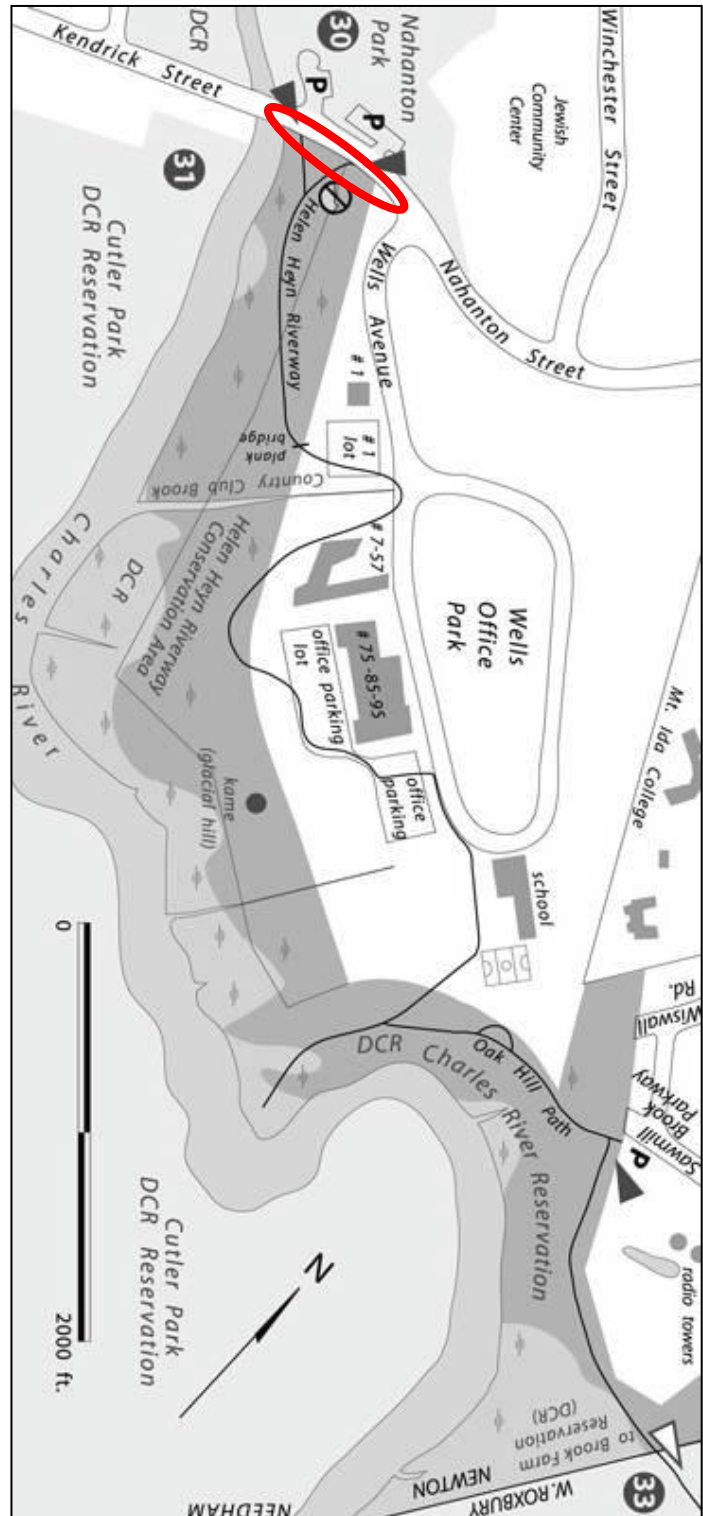
- Furnish labor, materials and equipment for one street-side clean-up along Dudley Road frontage per year, in April, as follows:
 - Remove fallen branches, trash and debris and dispose of debris off-site.



SITE #10: HELEN HEYN RIVERWAY CONSERVATION AREA

Access is from Nahanton Street and Sawmill Brook Parkway.

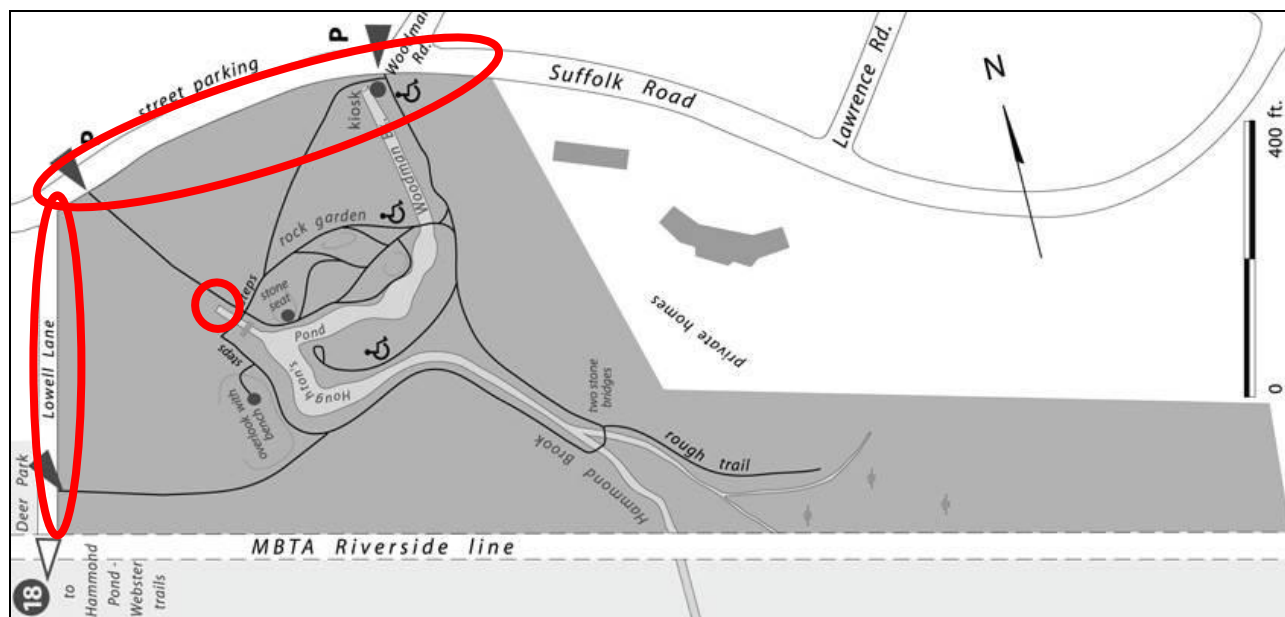
- Furnish labor, materials and equipment for two access-point clean-ups per year, in April and August, at the access location as follows:
 - Remove fallen branches, trash and debris and dispose of debris off-site.
- Furnish labor, materials and equipment for two “trail trimmings” in April and August, as follows:
 - Prune and remove from the site tree branches which obstruct signs or interfere with passage along the path.
 - Clear any trees that have fallen across the path on City of Newton land (see map).



SITE #11: HOUGHTON GARDEN SECTION OF WEBSTER CONSERVATION AREA:

Access is from Suffolk Road and Lowell Lane, Chestnut Hill.

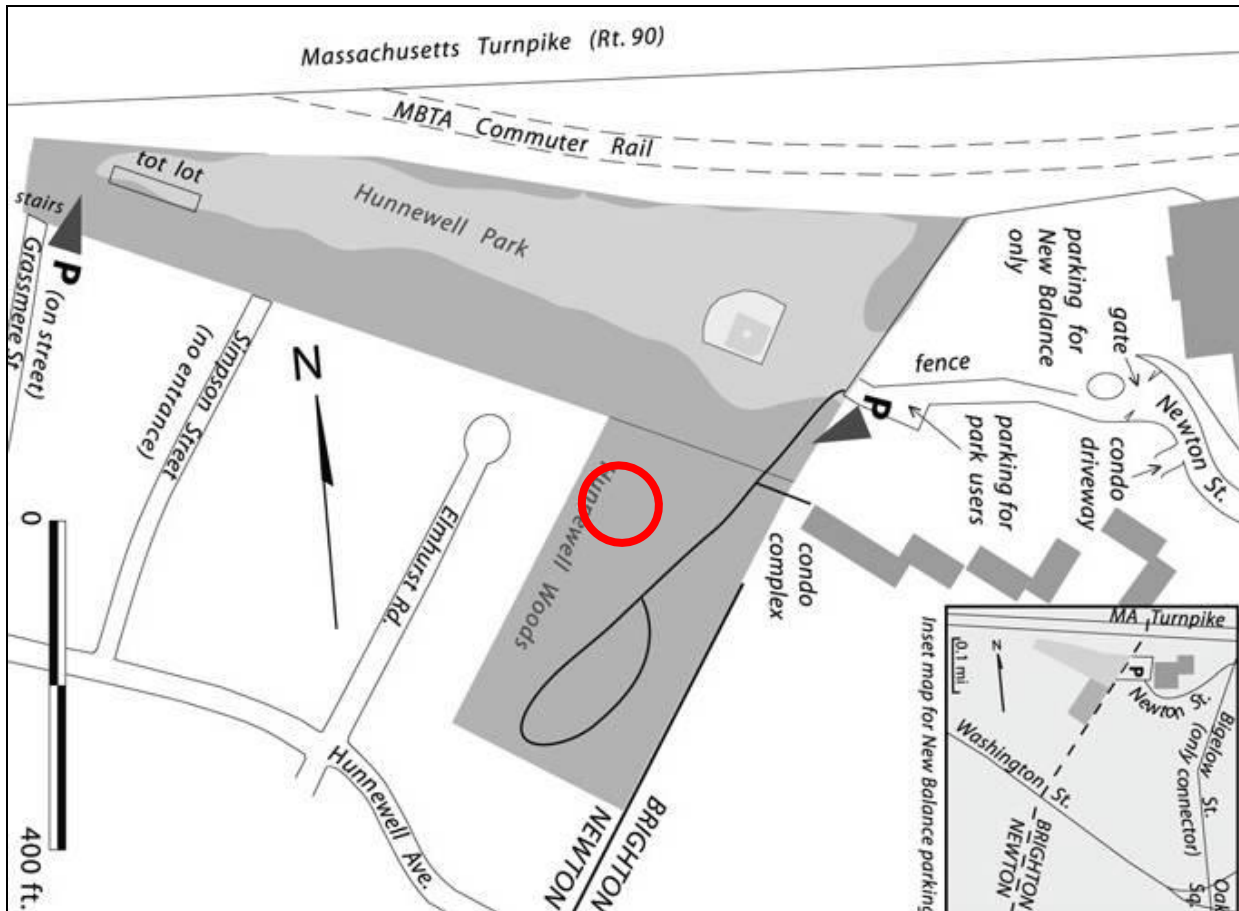
- Furnish labor, materials and equipment for two road-side clean-ups per year, in April and November, as follows:
 - Raking and mowing or weed-whacking (as necessary) along the fenced Suffolk Road and removing the materials and debris from the site.
 - Pruning vegetation along the fenced edge of Lowell Lane and removing the materials and debris from the site.
 - In November, raking (not blowing) leaves from the street sides, collecting the leaves, and disposing of them off-site.
 - Cleaning out debris at the dam and the outflow pipe, and removing the materials and debris from the site.
- Furnish labor, materials and equipment for two “trail trimmings” in April and August, as follows:
 - Prune and remove from the site tree branches which obstruct signs or interfere with passage along the path.
 - Clear any trees that have fallen across the path.
 - Blow twigs and debris off stabilized stone dust pathways to ensure that they are clean and easy to use for wheelchairs.



SITE #12: HUNNEWELL WOODS CONSERVATION AREA

Access is from Grassmere (off Hunnewell Avenue), additional vehicular access is from the New Balance parking lot at the west end of Newton Street in Brighton.

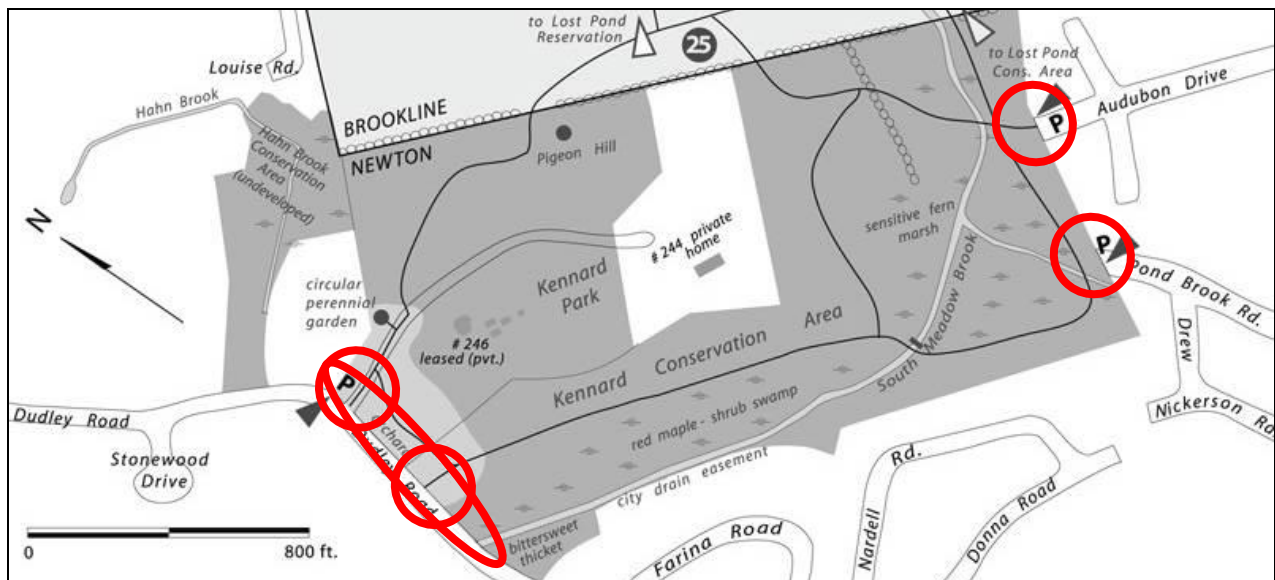
- Furnish labor, materials and equipment for two “trail trimmings” in April and August, as follows:
 - Prune and remove from the site tree branches which obstruct signs or interfere with passage along the path owned by the Newton Conservation Commission.
 - Clear any trees that have fallen across the path.
 - ***Remove dumped trash and debris (a one-time-only activity) – see red circle on map***



SITE #13: KENNARD CONSERVATION AREA.

Vehicular access is from Parks and Rec driveway off Dudley Road and from the small service vehicle parking lot with the pipe gate on Dudley Road (the key for the pipe gate lock may be obtained at the Conservation Commission Office).

- Furnish labor, materials and equipment for two access point/street-side clean-ups per year, in April and August, at all four access locations as follows:
 - Remove fallen branches, trash and debris and dispose of debris off-site.
 - Mow or weed-whack the small service vehicle parking lot on Dudley Rd. and the sloped borders surrounding the parking area and remove cut materials and debris and dispose of debris off-site. (Note that there shall be no damage to or removal of the azalea shrubs planted on the sloped borders surrounding the parking area.)
 - Weed-whack to clear the street-side of the stone walls along Dudley Rd. and remove cut materials and debris and dispose of debris off-site.
 - *Spray with herbicides the bittersweet along the stone walls along Dudley Rd. (a one-time-only activity) – see red circle on map.*
- Furnish labor, materials and equipment for two “trail trimmings” in April and August, as follows:
 - Prune and remove from the site tree branches which obstruct signs or interfere with passage along the path.
 - Clear any trees that have fallen across the path.



SITE #14: KERRY COURT

Access is from corner of Kerry Court and Pine Street, Auburndale

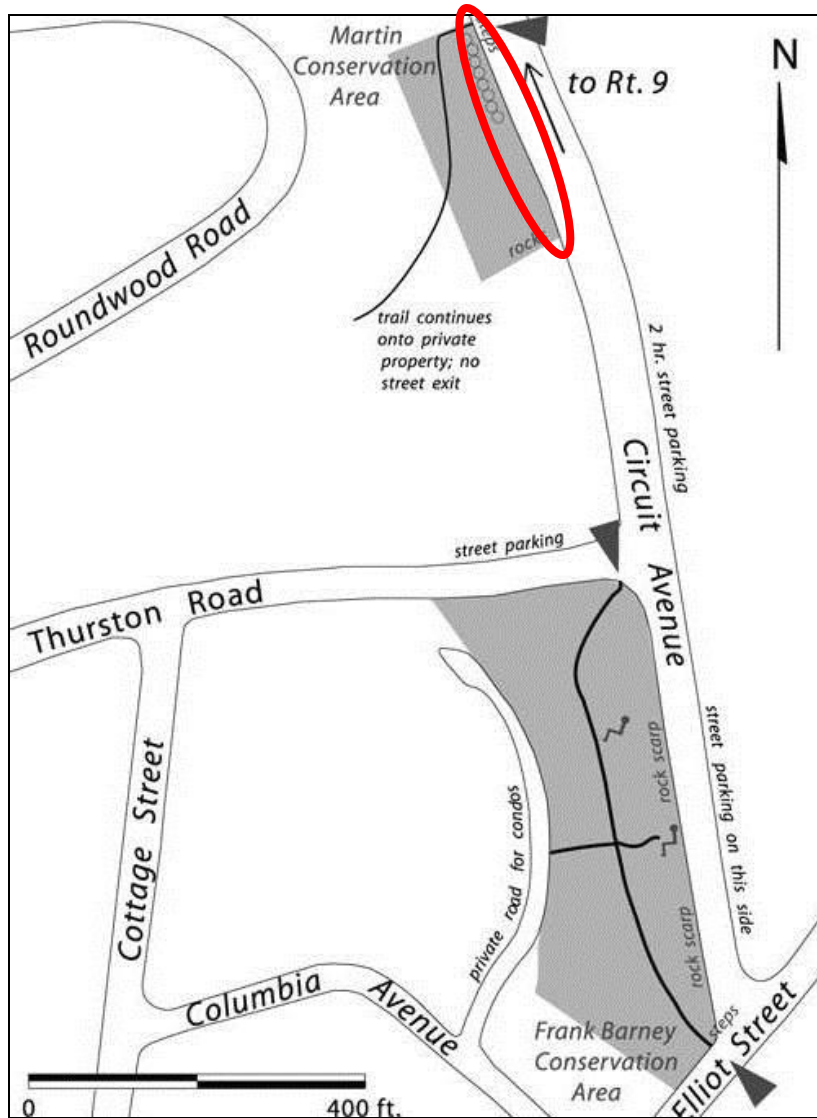
- Furnish labor, materials and equipment for one roadside clean-up per year, in April, by raking and removing fallen branches, trash and debris and disposing of debris off-site.



SITE #15: MARTIN CONSERVATION AREA

Access is along Circuit Avenue, Newton Highlands.

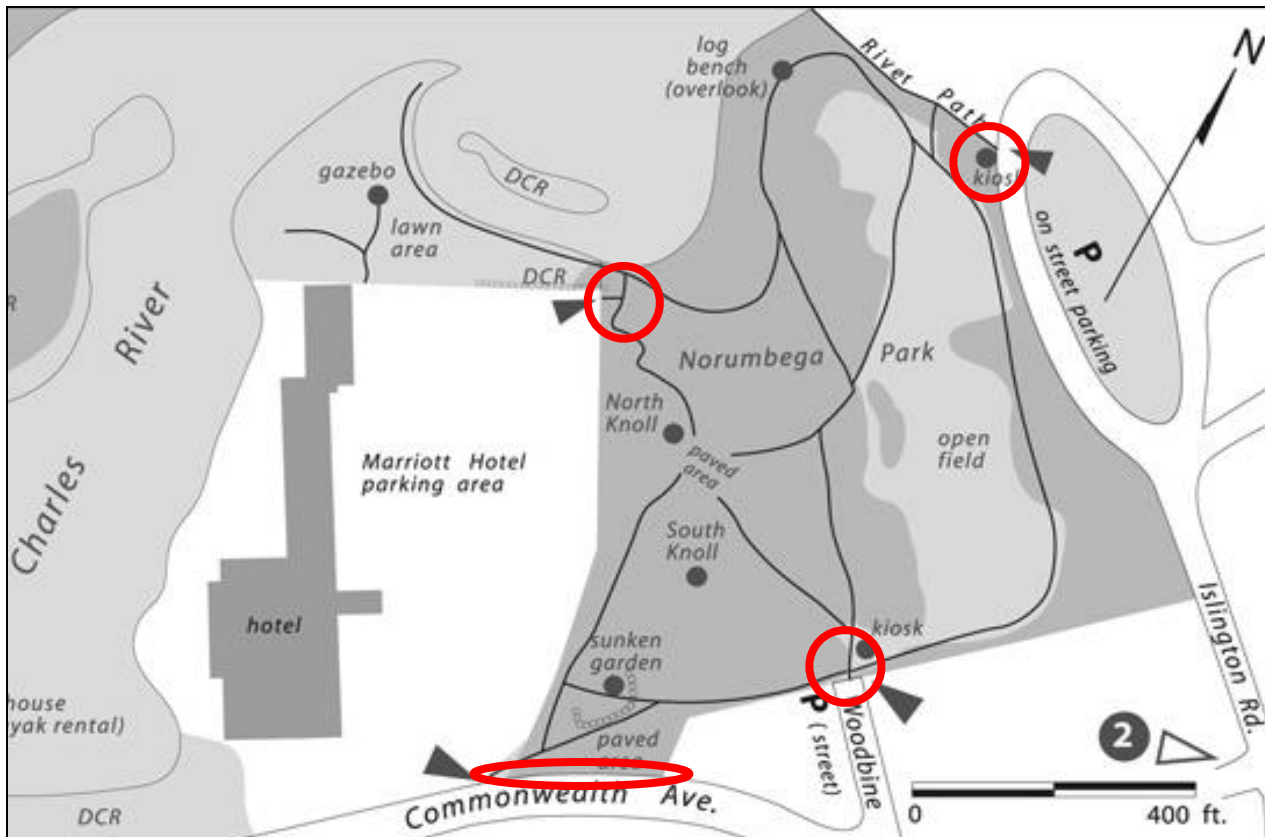
- Furnish labor, materials and equipment for two roadside clean-ups per year, in April and August, as follows:
 - Weed-whack the grass and plants and prune overhanging trees along the Circuit Avenue frontage.
 - Remove all fallen branches, trash and debris from the site and dispose off-site.



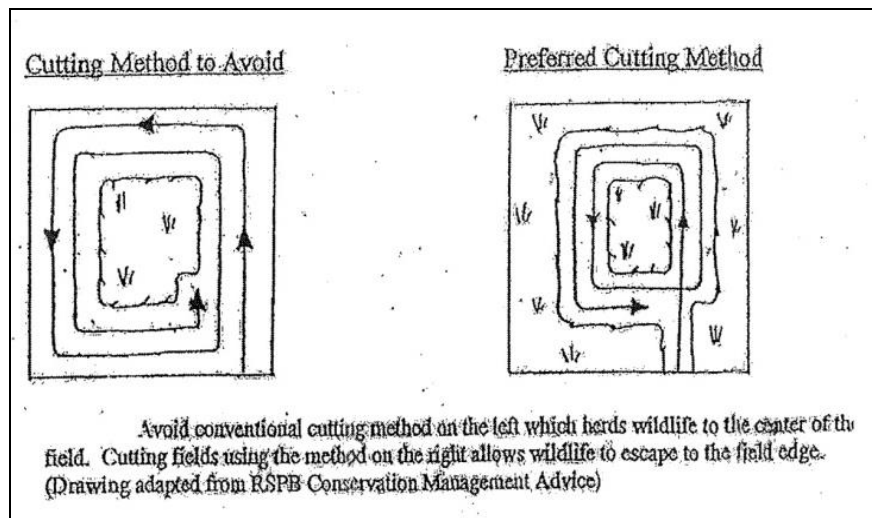
SITE #16: NORUMBEGA PARK CONSERVATION AREA & FIELDS

Vehicular access is from the Commonwealth Avenue gate and the Woodbine Street gate.

- Furnish labor, materials and equipment for two access point clean-ups per year, in April and August, at four access points as follows:
 - Islington Park Entrance and Marriot Parking Lot Entrance:
 - Remove all fallen branches off the parking area and remove broken/hanging branches.
 - Remove trash and debris from around the entrance area and dispose of it off-site.
 - ***Remove dumped tree material and construction-type debris from the Marriott Parking Lot Entrance area. (a one-time-only activity).***
 - Woodbine Street Entrance:
 - Weed-whack any vegetation in the entrance area and pathway to give the entrance a neat appearance.
 - Remove fallen branches, broken/hanging branches, trash and debris , and from around the entrance area and dispose of it off-site.
 - Commonwealth Avenue Frontage
 - Mow the berm between the curbing and the sidewalk and trim down vegetation along either side of the fence.
 - Remove all fallen branches, trash and debris from the old parking area and dispose off-site.
- Furnish labor, materials and equipment for two interior “trail trimmings” and clean-ups per year, in April and August, as follows:
 - All trails
 - Remove any fallen branches or encroaching vegetation.
 - In the Sunken Garden Area
 - Rake leaves and mow the grass and other vegetation. *Do not mow in the planting beds at the base of the stone retaining wall.*
 - Remove any fallen trees, hanger branches, or broken crowns from the trees in and around the sunken garden.
- Furnish labor, materials and equipment for mowing, as follows:
 - Mow the chipped perimeter path to 6' width in April and August, where emerging vegetation makes it necessary
 - Mow/brushhog (to 5”) the open field after November 1 from inside-out for benefit of wildlife.



Map # 1 – Norumbega overall site map

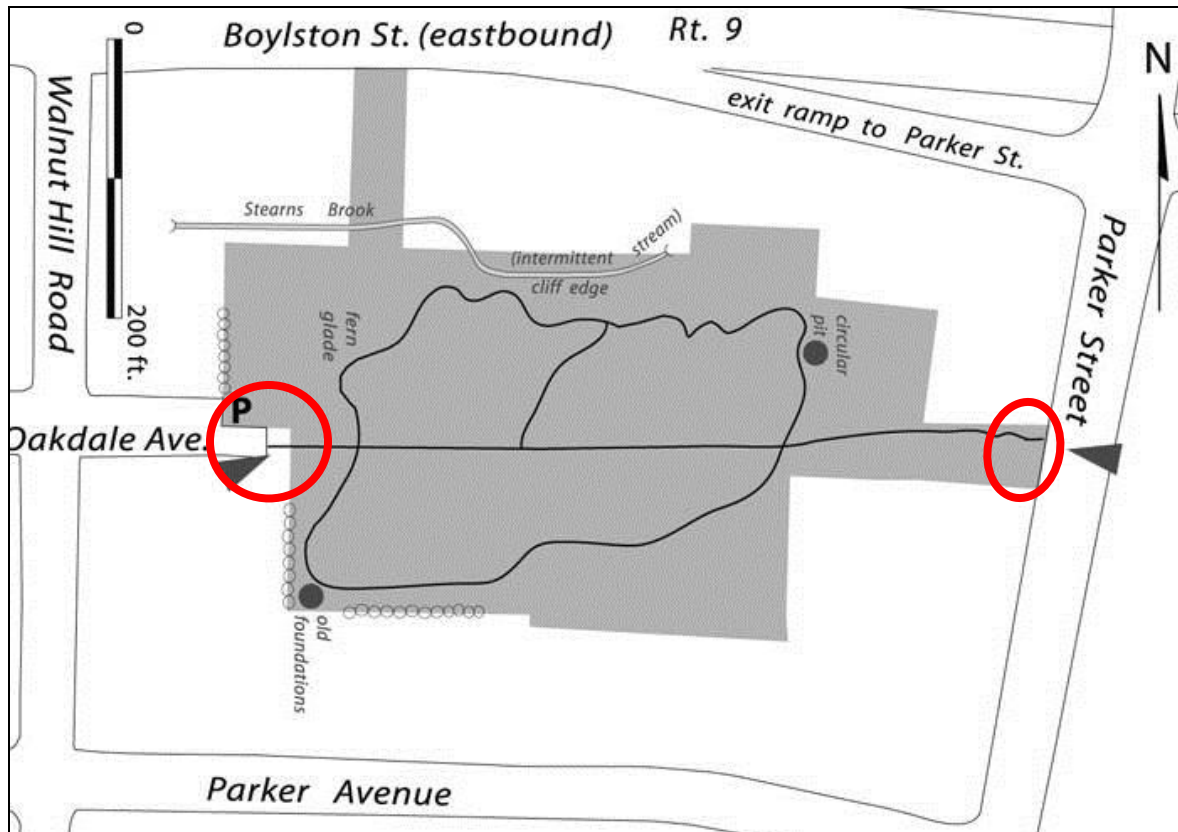


Map # 2 – Norumbega field cutting procedure

SITE #17: OAKDALE WOODS CONSERVATION AREA

Access is from Oakdale Road (off Walnut Hill Road off Boylston Street (Route 9)), and from Parker St.

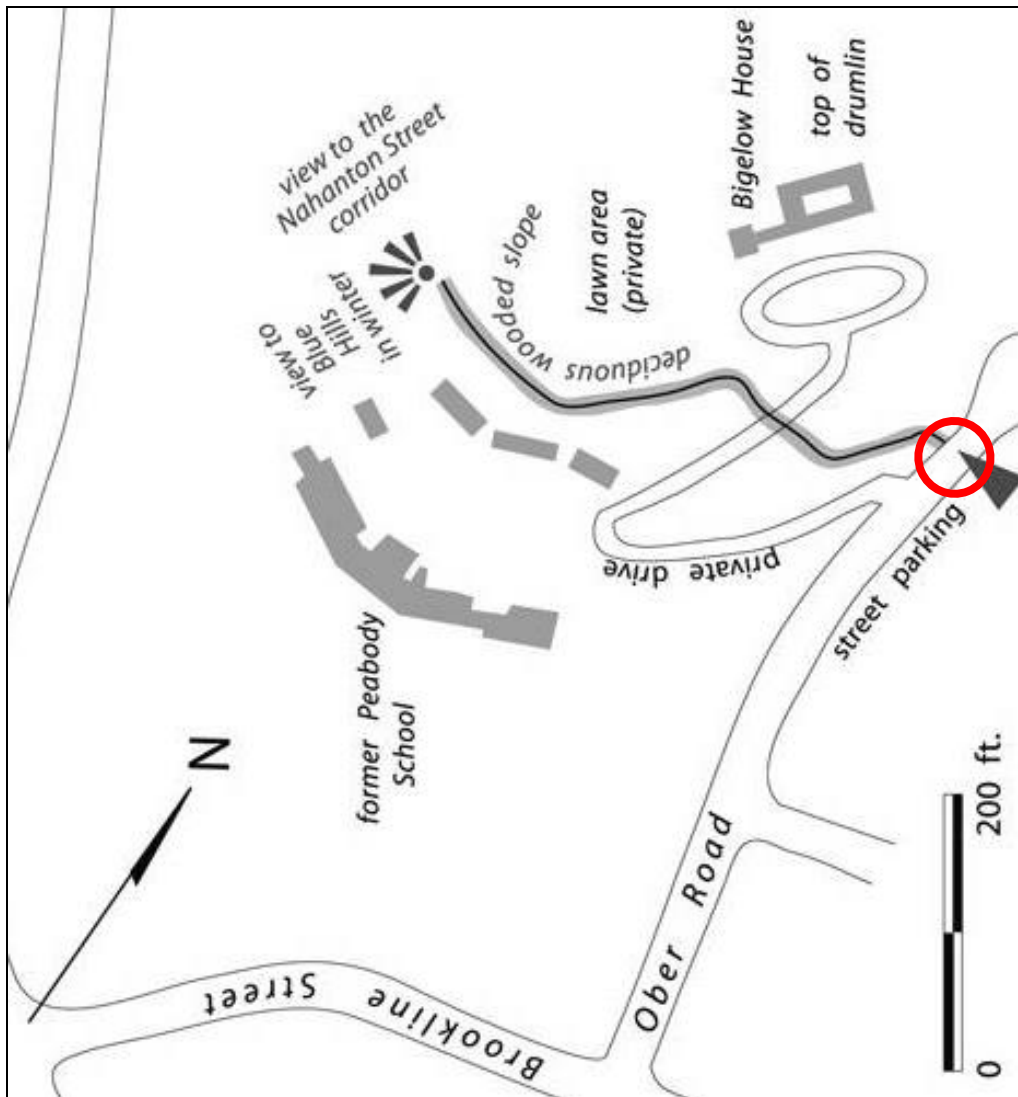
- Furnish labor, materials and equipment for two access point clean-ups per year, in April and August, of both access locations as follows:
 - Remove fallen branches, trash and debris from around the entrance area and dispose of it off-site.
- Furnish labor, materials and equipment for two “trail trimmings” in April and August, as follows:
 - Prune and remove from the site tree branches which obstruct signs or interfere with passage along the path.
 - Clear any trees that have fallen across the path.



SITE #18: OAK HILL PATHWAY

Access is from Ober Road.

- Furnish labor, materials and equipment for one access point clean-up per year, in April as follows:
 - Weed-whack the grass and plants and prune the trees along the Ober Rd. frontage.
 - Remove all fallen branches, trash and debris from the site and dispose off site.
- Furnish labor, materials and equipment for one “trail trimming” in April, as follows:
 - *Clear entire pathway to a width of 4’ taking care to stay within the confines of the easement (a one-time-only activity).*
 - Prune and remove from the site tree branches which obstruct signs or interfere with passage along the path.
 - Clear any trees that have fallen across the path.



SITE #19: SAW MILL BROOK CONSERVATION AREA

Access is from Vine Street and Marla Circle.

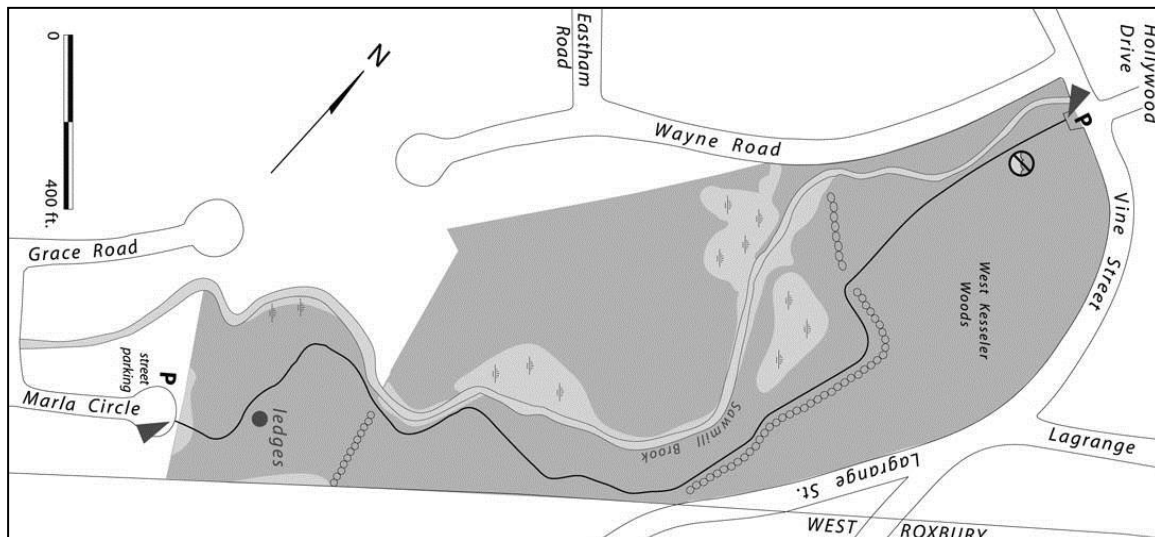
- Furnish labor, materials and equipment for two access point clean-ups per year, in April and August, as follows:

- At the Vine Street parking area or the Marla Road cul-de-sac, weed-whack any encroaching vegetation. Remove all fallen branches, trash and debris and dispose off-site.
- Along the Wayne Road Vine Street (on both sides of the road) and LaGrange Street frontages, remove overhanging vegetation, mow grassy berms, and sidewalks.
- Pickup and dispose of off-site all cut and dumped vegetation and trash.



- Furnish labor, materials and equipment for two “trail trimmings” in April and August, as follows:

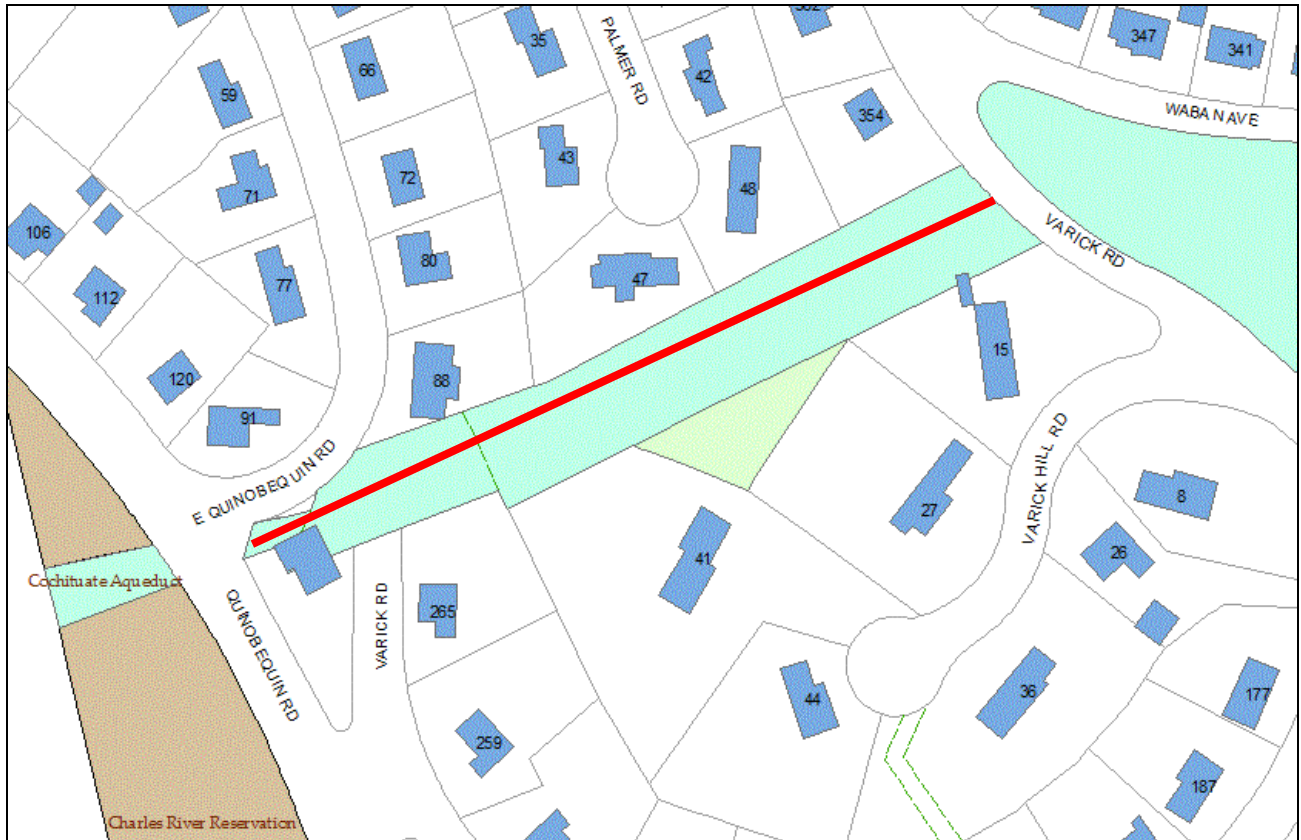
- Prune and remove from the site tree branches which obstruct signs or interfere with passage along the path.
- Clear any trees that have fallen across the path.
- Spray for poison ivy where directed by the Contract Administrator



SITE #20: VARICK HILL CONSERVATION AREA:

Access is from Quinobequin Rd.

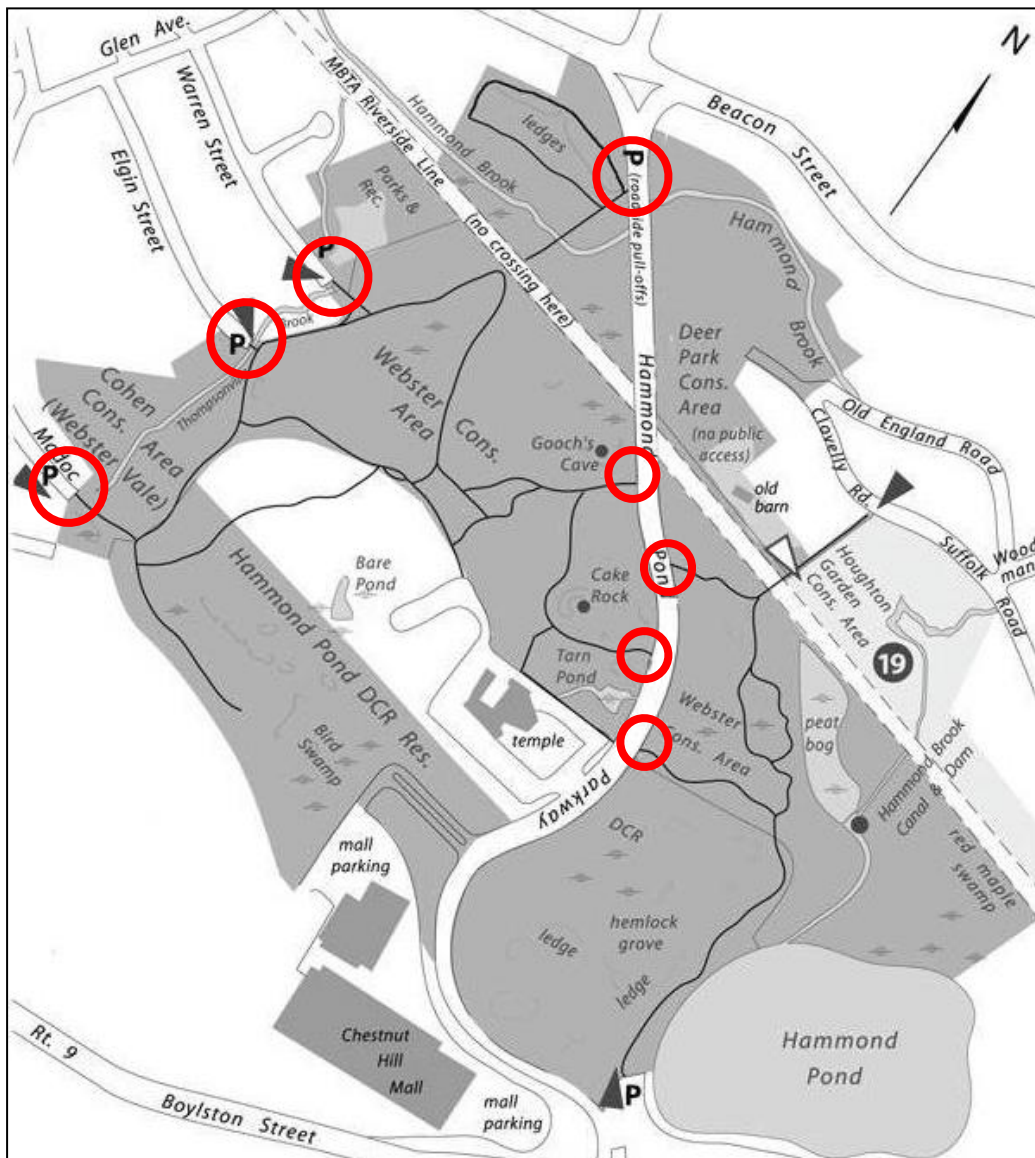
- Furnish labor, materials and equipment for one mowing per year, in July, as follows:
 - Mow the Cochituate Aqueduct from Quinobequin Rd. at the sewer pump house to Varick Road.
 - Remove all trash and debris and dispose of it off-site.



SITE #21: WEBSTER CONSERVATION AREA

Trail access is from Warren St., Elgin St., Madoc St., and Clovelly Rd., and along Hammond Pond Parkway.

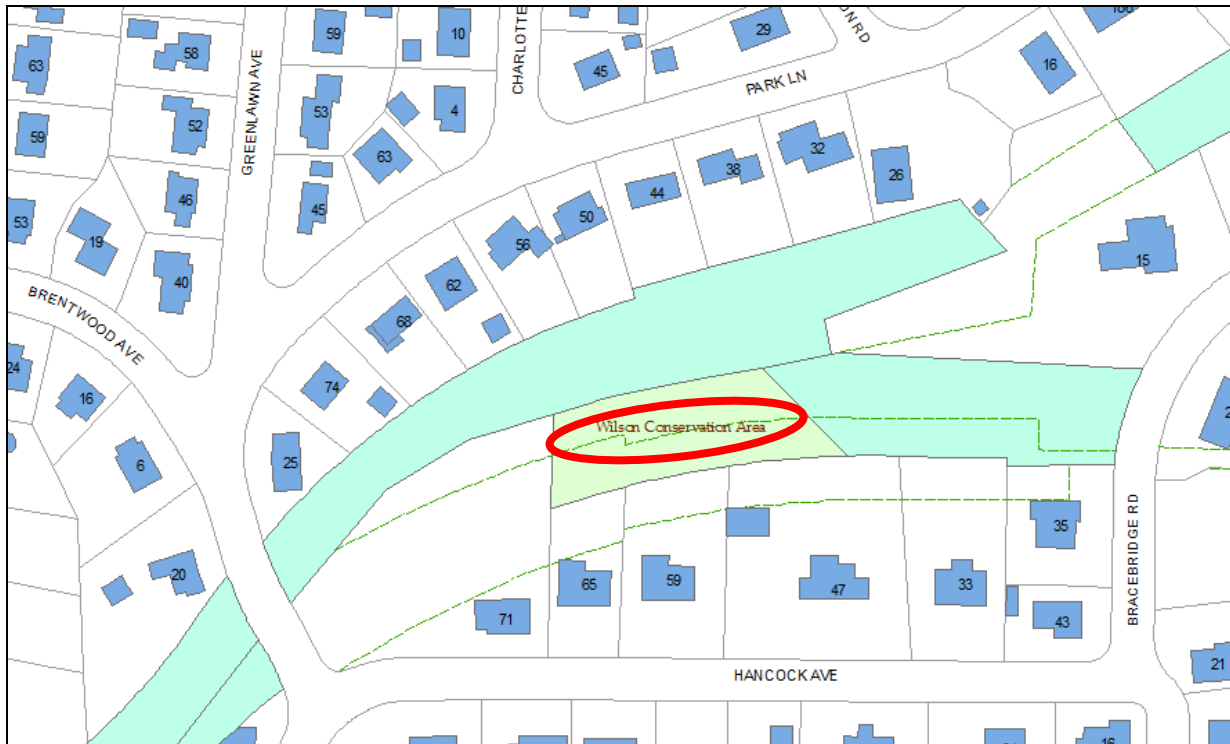
- Furnish labor, materials and equipment for two access point clean-ups per year, in April and August, at the eight trail access points as follows:
 - Weed-whack any vegetation encroaching on the parking areas. Remove all fallen branches, trash and debris and dispose off-site.
- Furnish labor, materials and equipment for two “trail trimmings” in April and August, as follows:
 - Prune and remove from the site tree branches which obstruct signs or interfere with passage along the path.
 - Clear any trees that have fallen across the paths.



SITE #22: WILSON CONSERVATION AREA AND CITY OF NEWTON COCHITUATE **AQUEDUCT PATH**

Vehicular access is from beside #25 Greenlawn Avenue, along the aqueduct.

- Furnish labor, materials and equipment for site clean-up per year, in April, by removing all fallen branches, trash and debris and disposing off-site.



ATTACHMENT 1: BID FORM

Enter annual cost bids for each activity noted with an “x”.

Enter cost bids for each “one-time activity (there are four listed below).

Enter hourly rates for each “possible additional work” item (there are four listed below).

Site		Access Clean-up		Mowing				Trail Trimming		Total Annual Cost
		April	Aug	May	Jul	Sep	Nov	Apr	Aug	
1	Auburndale Yard	x								
2	Baldpate	x								
3	Charles River	x		x	x	x		x	x	
4	Crystal Lake Path	x								
5	Dolan Pond	x	x	x	x	x		x	x	
6	Flowed Meadow	x	x					x	x	
7	Frank Barney	x	x					x		
8	Goddard-Christina	x	x							
9	Hahn Brook	x								
10	Helen Heyn	x	x					x	x	
11	Houghton	x	x					x	x	
12	Hunnewell							x	x	
13	Kennard	x	x					x	x	
14	Kerry Ct	x								
15	Martin	x	x							
16	Norumbega	x	x				x	x	x	
17	Oakdale Woods	x	x					x	x	
18	Oak Hill Pathway	x						x		
19	Sawmill Brook	x	x					x	x	
20	Varick Hill			x						
21	Webster	x	x					x	x	
22	Wilson	x								
Annual Total For 22 Sites										

One Time Activities		
12	Hunnewell: Removal of trash pile.	
13	Clearing wall of bittersweet vines.	
16	Norumbega: Removal of debris from Marriott entryway.	
18	Oakhill Path: Clear pathway to 6' width.	
Total for One Time Activities		

GRAND TOTAL (Total For 22 Sites + Total For One Time Activities)	
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Hourly Rate For Possible Additional Work (Not Considered In Determining Low Bidder)	
Repair of stone dust paths.	
Repair of wood-chipped paths	
Tree removal (non-emergency).	
Tree removal (emergency).	

IMPORTANT: Award will be made to the lowest responsive and responsible bidder based on Grand Total.

ATTACHMENT 2: SAMPLE MONTHLY REPORT/INVOICE

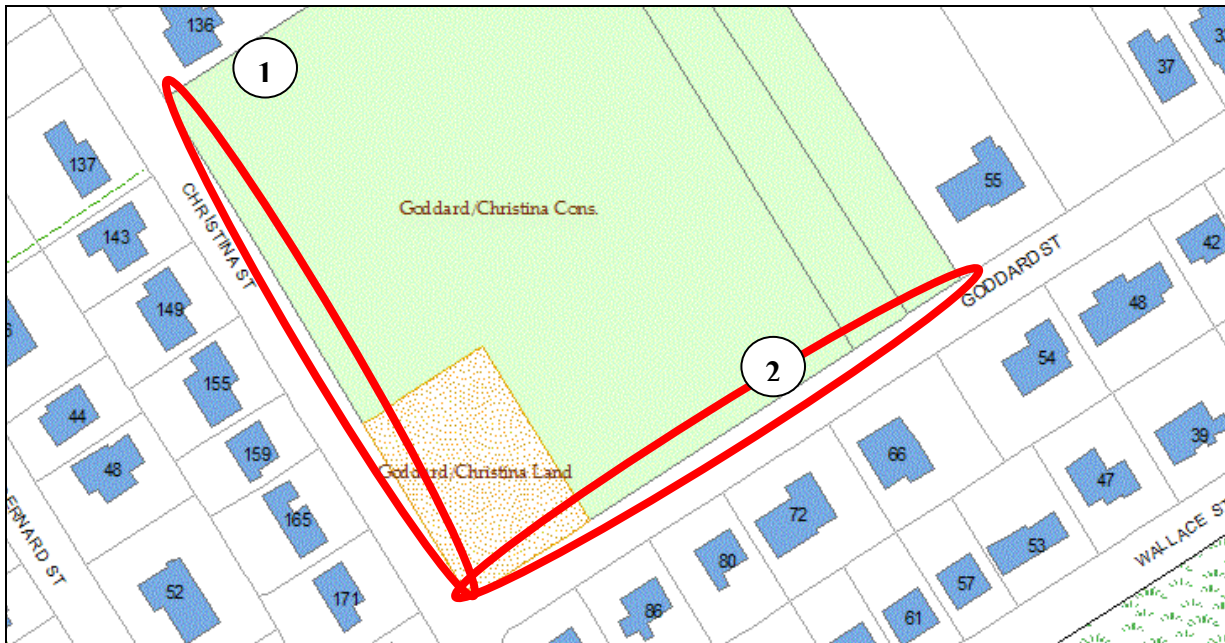
Goddard-Christina Conservation Area Site Visit Summary

Site Visit Date: 6/15/14	Name: John Doe
---------------------------------	-----------------------

Item #	Topic	Comment
100	Work: Sidewalk clearing	Picked up and removed branches, raked, and pruned roses away from sidewalk (45 min.)
		Removed dumped yard waste and leaves (45 min.)
2	Dumped yard waste	Lots of piles of leaves – consider writing letter to neighbors
1	Hazard tree	Hazard tree leaning over fence – consider removing ASAP

Consider commenting on the following:

- ☐ General Use ☐ Accessibility ☐ Parking ☐ Trails
☐ Amenities (trash cans, benches, signage, etc.) ☐ Ecological Health ☐ Problems ☐ Opportunities



This map, by Judy Hepburn, is from the 2013 edition of the Newton Conservators guidebook, **Walking Trails in Newton's Park & Conservation Lands**. Copies may be purchased at Newton bookstores or online at <http://newtonconservators.org/buyaguide.htm>

Thank you for contributing to Newton's commitment to well-maintained conservation areas!

END OF SECTION